EXHIBIT A

CONFIDENTIAL
SETTLEMENT AND RELEASE AGREEMENT

Subject to approval by the United States District Court for the Southern District of Ohio, Eastern Division, this Settlement and Release Agreement is entered into between Plaintiffs Brian Budd, Chuck Collene, John Herritt, Thomas Oliver, Scott Young, and Marc Reed, on behalf of themselves, their heirs and assigns, and Defendant K.N.S. Services, Inc., this ___ day of January 2018.

DEFINITIONS

1. "Action" shall mean the civil action in the United States District Court for the Southern District of Ohio, Eastern Division entitled Brian Budd, et al. v. K.N.S. Services, Inc., U.S. District Court, Southern District of Ohio, Case No. 2:17 CV 401.

2. "Settlement" or "Settlement Agreement" shall mean this Settlement and Release Agreement.

3. "Settlement" shall also mean the settlement of the Action described and defined by, and according to the terms of, the Settlement Agreement.

4. "Plaintiffs," unless otherwise specified, shall mean and include the named Plaintiffs in the Action, Brian Budd, Chuck Collene, John Herritt, Thomas Oliver, Scott Young, and Marc Reed.

5. "Plaintiffs' counsel" shall mean Matthew J.P. Coffman (#0085586) and Peter Contreras (0087530).

6. "Defendant" shall mean and include K.N.S. Services, Inc., and all of their current and former owners, officers, directors, employees, agents, insurers, attorneys, parents,

predecessors, successors, subsidiaries, and related and affiliated entities in their individual and official capacities.

7. "Parties" shall mean the Plaintiffs and Defendant, as defined above.

8. "Released Period" shall mean the period beginning three years prior to the date the Action was filed and ending on the date the Court enters a final order approving the Settlement and dismissing the Action with prejudice.

9. "Final" shall mean the date the Court has approved the Settlement.

RECITALS

The Claims and Issues

10. On May 10, 2017, Plaintiffs commenced this Action on behalf of themselves through their counsel against Defendant.

11. Plaintiffs' Complaint alleged that Defendant had violated the Fair Labor Standards Act ("FLSA") by failing to pay Plaintiffs for all overtime hours worked at the rate of one and one-half times their regular rate for all hours worked in excess of forty hours per workweek.

12. Plaintiffs also made claims for unpaid overtime under Ohio statutory law and for violation of Ohio's Prompt Pay Act.

13. Defendant answered the Complaint and denied liability or wrongdoing of any kind.

14. The Parties agree that bona fide disputes exist regarding Plaintiffs' claims, including but not limited to whether Plaintiffs were entitled to allegedly unpaid compensation and unpaid overtime compensation,the amount of any unpaid compensation that may be owing, and Plaintiffs' calculations as to the alleged amounts owed.

15. The Parties exchanged initial disclosures and written discovery, including thousands of pages of wage and hour records and other electronic records for all Plaintiffs during the relevant time period.

Settlement Negotiations

16. The parties resolved this matter over lengthy settlement communications culminating in a mediation conference held on January 10, 2018. During this time, the parties set forth their respective positions, legal authorities, and various legal and factual issues anticipated based upon the available documents and anticipated testimony. Ultimately, the parties agreed to a combined total settlement payment of One Hundred and Eighty Five Thousand Dollars ($185,000.00). Of this total, One Hundred Twenty Three Thousand Four Hundred Seventy Five and 48/100 Dollars ($123,475.48) paid to the named Plaintiffs as divided below and the sum of Sixty One Thousand Five Hundred Twenty Four and 52/100 Dollars ($61,524.52) to be paid to Plaintiffs' counsel for attorney fees and costs advanced.

17. Defendant will make the payments detailed in ¶16 within ten (10) days of the Court's approval of this settlement.

18. The Parties mutually understood that their agreement was subject to the preparation and execution of appropriate settlement documents, including the full mutual release of all claims, and the Court's approval thereof.

The Proposed Settlement

19. The proposed Settlement provides payments to the named Plaintiffs and represents the total potential value of their claims. The individual allocations to the named Plaintiffs are based on Plaintiffs' counsel's estimate of the respective monetary value of their claims and consultation with the individual Plaintiffs concerning their respective damages.

20. Plaintiffs' counsel have thoroughly investigated the facts, diligently pursued discovery from Defendant, including the review of relevant evidentiary documents, and researched the law applicable to Plaintiffs' claims and Defendant's pled defenses. Based on their independent investigation and evaluation, Plaintiffs' counsel believe the Settlement is fair, adequate, and reasonable and is in the best interests of the Plaintiffs in light of all known facts and circumstances, including the risk of significant delay and Defendant's defenses.

21. The proposed Settlement represents a compromise of disputed claims. Nothing in this Settlement is intended or will be construed as an admission by Defendant that Plaintiffs' claims have merit or that Defendant has any liability to Plaintiffs on those claims.

22. Wherefore, subject to approval by the Court, the Parties have reached a binding agreement to settle the Action, including all wage and hour claims which were brought or could have been brought, upon the terms and conditions set forth herein.

SETTLEMENT PAYMENTS

23. Total Settlement Amount: Defendant will pay the sum total of One Hundred and Eighty Five Thousand Dollars ($185,000.00) in final and complete settlement of the Action. Of that sum, One Hundred Twenty Three Thousand Four Hundred Seventy Five and 48/100 Dollars ($123,475.48) will be paid to the named Plaintiffs and the sum of Sixty One Thousand Five Hundred Twenty Four and 52/100 Dollars ($61,524.52) to be paid to Plaintiffs' counsel for all attorney fees and costs advanced, as provided below.

24. Payments to Plaintiffs: Subject to approval by the Court, each Plaintiff shall receive two checks of equal amounts, the first check will represent payment of alleged unpaid wages, required tax withholdings will be made from these checks and an IRS Form W2 will be

issued to each Plaintiff, the second check will represent payment of alleged liquidated damages for which an IRS Form 1099 will be issued to each Plaintiff.

- Chuck Collene shall receive two checks, each in the gross amount of Six Thousand Seven Hundred Forty-Three and 35/100 Dollars ($6,743.35) for a total gross payment of Thirteen Thousand Four Hundred Eighty-Six and 70/100 Dollars ($13,486.70);
- Scott Young shall receive two checks, each in the gross amount of Three Thousand Six Hundred Twenty-Three and 25/100 Dollars ($3,623.25) for a total gross payment of Seven Thousand Two Hundred Forty-Six and 50/100 Dollars ($7,246.50);
- Marc Reed shall receive two checks, each in the gross amount of Two Thousand Two Hundred Sixty-Nine and 50/100 Dollars ($2,269.50) for a total gross payment of Four Thousand Five Hundred Thirty-Nine and 00/100 Dollars ($4,539.00);
- John Herritt shall receive two checks, each in the gross amount of Nine Thousand Five Hundred and 00/100 Dollars ($9,500.00) for a total gross payment of Nineteen Thousand and 00/100 Dollars ($19,000.00);
- Brian Budd shall receive two checks, each in the gross amount of Thirty-Five Thousand and 00/100 Dollars ($35,000.00) for a total gross payment of Seventy Thousand and 00/100 Dollars ($70,000.00); and
- Thomas Oliver shall receive two checks, each in the gross amount of Four Thousand Six Hundred One and 64/100 Dollars ($4,601.64) for a total gross payment of Nine Thousand Two Hundred Three and 28/100 Dollars ($9,203.28).

The allocations are based on Plaintiffs' counsel's damages analysis, calculations and estimates of the respective monetary value of the Plaintiffs' claims and consultation with the individual Plaintiffs concerning their respective damages. Budd and Reed decline any contributions be made to their respective 401K accounts and further will defend, hold harmless and indemnify Defendant from any claims, penalties or fees charged by any taxing authority as a result of the payments made pursuant hereto with the exception of any liability resulting from Defendant's tax obligations.

25. Plaintiffs' Counsel's Attorneys' Fees and Costs: Subject to approval by the Court, the total settlement payment of Sixty-One Thousand Five Hundred Twenty-Four and 52/100 Dollars ($61,524.52) will be distributed to Plaintiffs' counsel as and for attorneys' fees and reimbursement of expenses reasonably incurred in pursuing the Action, made payable to Contreras Law, LLC. Defendant will issue an IRS Form 1099 to Plaintiffs' counsel with respect to the attorneys' fees and expenses upon receipt from Plaintiffs' counsel of a fully completed W-9.

26. Issuance of Settlement Payments: Defendant will make the settlement payments within ten (10) days after the Settlement becomes Final as defined above. All payments in the paragraphs above will be mailed to Plaintiffs' counsel.

MUTUAL RELEASE OF CLAIMS

27. Released Claims: Plaintiffs release Defendant from any and all claims, rights, demands, liabilities and causes of action of every kind and description, whether known or unknown arising out of their employment with and termination of employment from K.N.S. Services, Inc., including, but not limited to, claims for unpaid wages, unpaid overtime compensation, delinquent payment of wages, unpaid commissions, unpaid bonuses, breach of

contract, unjust enrichment, promissory estoppel, quantum meruit, liquidated damages, interest, attorneys' fees, and expenses, and further including all wage-and-hour claims under the FLSA, the Ohio Minimum Fair Wage Standards Act (R.C. 4111.03), Ohio's Prompt Pay Act (R.C. 4113.15), Ohio's recordkeeping law (R.C. 4111.08), and the common law. This release also includes all claims under the Age Discrimination in Employment Act and the and Older Workers Benefits Protection Act (prohibiting discrimination based on age); the Americans With Disabilities Act (prohibiting discrimination based on disability); the Family Medical Leave Act; The Occupational Safety & Health Act of 1970; Ohio's Laws Against Discrimination; Ohio's Workers' Compensation Act; the Employee Retirement Income Security Act of 1974; and all amendments to said laws, that each Plaintiff may now have or may in the future have arising out of or in connection, directly or indirectly, with Plaintiff's employment with Defendant, Plaintiff's rights to benefits, or in the case of Budd and Reed, their separation from employment with Defendant.

Plaintiffs represent that they at this time have not filed or pursued, any complaints or claims through any federal, state or local agency, including, but not limited to, the Department of Labor, or in any court other than this Action, and further represent that Plaintiffs have not assigned any claims which could be asserted against Defendant.

The only exceptions from this release executed by Plaintiffs are as follows: Each Plaintiff is not releasing (a) any claims which Plaintiff may have under the federal Age Discrimination Employment Act arising in the future after Plaintiff executes this Severance Agreement, (b) Plaintiff's right to file a charge with the federal Equal Employment Opportunity Commission (EEOC) or Ohio Civil Rights Commission (OCRC) for non-economic relief as allowed by law, or participate in an EEOC or OCRC investigation; (c) Plaintiff's right to any vested pension benefits which Plaintiff has under Defendant's retirement plans; and (d) any action for which Federal or Ohio law prohibits Plaintiff from releasing.

Defendant likewise releases each Plaintiff from any and all claims, rights, demands, liabilities and causes of action of every kind and description existing as of the date of this Agreement, whether known or unknown arising out of their employment with and/or separation of employment with Defendant.

28. Binding Releases: Subject to approval by the Court, the releases herein shall apply to and bind all Plaintiffs and Defendant, as defined herein.

29. Release of Attorneys' Fees and Expenses: Plaintiffs and Plaintiffs' counsel agree that the payment of attorneys' fees and expenses to Plaintiffs' counsel pursuant to this Settlement includes, satisfies, and extinguishes all claims for attorneys' fees and expenses recoverable in the Action. In consideration of such payment of attorneys' fees and expenses, Plaintiffs' counsel release and waive any and all claims to any additional attorneys' fees and expenses in connection with the Action or Settlement.

30. The releases herein shall be effective on the date the Settlement becomes Final and all payments required by this Settlement are made, as defined herein.

APPROVAL OF SETTLEMENT AND DISMISSAL OF ACTION

31. Cooperation: The Parties agree to cooperate and take all steps necessary and appropriate to obtain final approval of this Settlement, to effectuate its terms, and cause the Action to be dismissed with prejudice.

32. Fair, Adequate and Reasonable Settlement: The Parties agree that the Settlement is fair, adequate, and reasonable and will so represent to the Court.

33. Joint Motion for Approval of Settlement: On or before January 31, 2018, the Parties will jointly move for Court approval of the Settlement and entry of the proposed order, attached as Exhibit A to that Motion, granting final approval of the Settlement as fair, adequate, and reasonable, approving the total Settlement amount, approving the proposed distribution of payments to Plaintiffs, approving the payment of attorneys' fees and expense reimbursements to Plaintiffs' counsel, and dismissing the Action with prejudice.

34. Dismissal of the Action With Prejudice: If entered by the Court, the proposed order attached as Exhibit A to the Joint Motion for Approval of Settlement will dismiss the Action with prejudice as to all Parties and all claims.

NO ADMISSION

35. Nothing contained in this Settlement Agreement shall be construed or deemed an admission of liability, culpability, negligence or wrongdoing on the part of Defendant, and Defendant denies any such liability. Each Party has entered into this Settlement with the intention to avoid further disputes and litigation with the attendant inconvenience and expenses.

CONSTRUCTION

36. The Parties agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive arms-length negotiations between the Parties and that this Settlement Agreement shall not be construed in favor of or against any Party by reason of the extent to which any Party participated in the drafting of this Settlement Agreement.

MODIFICATION

37. This Settlement Agreement may not be changed, altered or modified, except in a writing signed by the Parties and approved by the Court. This Settlement Agreement may not be

discharged except by performance in accordance with the terms or by a writing signed by the Parties.

INTEGRATION CLAUSE

38. This Settlement Agreement contains the entire agreement between the Parties, and all prior or contemporaneous agreements, understandings, representations and statements, whether oral or written and whether by a Party or such Party's counsel, relating to the resolution of the Action, are merged into this Settlement Agreement. No rights under this Settlement Agreement may be waived except in writing signed by the Parties.

BINDING ON ASSIGNS

39. This Settlement Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, trustees, executors, administrators, successors and assigns.

CONFIDENTIALITY

40. The Parties agree that they shall keep confidential the terms of this Agreement, and that they shall not disclose any matters herein, including, but not limited to, the content of any and all settlement negotiations leading up to this Agreement or the terms hereof. Pursuant to the terms of this paragraph, the Parties hereto may disclose the information contained in this Agreement to their spouse, professional tax advisors, and to their private attorneys, if any, who will agree to be bound by this confidentiality agreement. Additionally, either Party may disclose the terms of this Release Agreement if compelled to do so by lawful legal process. However, in the event a party is served with legal process seeking to compel the disclosure of this Agreement, the party agrees immediately to advise the other party of that fact prior to disclosing this Release Agreement. For purposes of giving such notice to Defendant, Plaintiffs shall contact Defendant's attorney, Maribeth Meluch, Two Miranova Place, Ste. 700, Columbus, Ohio, 43215.

In the event the Court declines to approve this provision of Confidentiality, the parties are permitted to reference the Settlement with neutral factually accurate language.

NON-DISPARAGEMENT AND NEUTRAL REFERENCE

41. The Parties agree that they will not take any action to disparage each other, personally or professionally, orally or in writing, including, but not limited to, on social media sites, blogs or other electronic media. If contacted regarding an employment reference for the named Plaintiffs, Defendant shall provide Plaintiffs with a neutral reference that includes dates of employment and position held only.

COUNTERPARTS

42. This Settlement Agreement may be executed in counterparts. When each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Settlement Agreement, which shall be binding upon and effective as to all Parties.

JURISDICTION

43. The parties request that the Court retain jurisdiction to enforce the terms of the Settlement Agreement. This Settlement shall be governed by and construed in accordance with the laws of the State of Ohio.

REVIEW, CONSIDERATION AND REVOCATION WITH RESPECT TO THE RELEASE BY BRIAN BUDD.

44. Budd recognizes and agrees that the compensation set forth herein is in addition to any compensation or benefits to which he was otherwise entitled. **Budd understands that he has been advised of his right to consult with an attorney before signing this Settlement Agreement and to the extent he desired to do so he has exercised that right. Budd further**

understands that he has 21 calendar days to consider this Settlement Agreement before signing it, and that should he sign this Settlement Agreement within the 21 day period, he has an additional seven days in which to revoke it. For revocation to be effective, written notice must be received by Defendant no later than close of business on the seventh day after Budd signs this Settlement Agreement. Budd also understands that this Settlement Agreement shall not become finally effective or enforceable until the seven-day revocation period has expired. If Budd signed this Settlement Agreement before the expiration of the 21-day period, Budd acknowledges that he has done so of his own choice and without coercion by Defendant.

BY SIGNING THIS SETTLEMENT AGREEMENT, BUDD REPRESENTS THAT: HE HAS READ IT; HE UNDERSTANDS IT AND KNOWS THAT HE MAY BE GIVING UP IMPORTANT RIGHTS; HE IS AWARE OF HIS RIGHTS TO CONSULT AN ATTORNEY BEFORE SIGNING IT; HE WAS ALLOWED 21 DAYS TO CONSIDER THE SETTLEMENT AGREEMENT; HE HAS SIGNED IT KNOWINGLY AND VOLUNTARILY; HE IS AWARE THAT IF HE SIGNS THE SETTLEMENT AGREEMENT WITHIN THE 21 DAY PERIOD, HE MAY REVOKE IT AT ANY TIME WITHIN SEVEN DAYS AFTER THE DATE OF SIGNING INDICATED BELOW BY GIVING WRITTEN NOTICE OF REVOCATION TO DEFENDANT, AND BY FAILING TO REVOKE THE SETTLEMENT AGREEMENT WITHIN 7 DAYS OF SIGNATURE, IT IMMEDIATELY BECOMES A BINDING CONTRACT.

(Remainder of page intentionally left blank and signatures on following pages)

EXECUTION BY PARTIES AND COUNSEL

Named Plaintiffs

Dated 1-24, 2018 CHUCK COLLENE

Dated 1-24, 2018 JOHN HERRITT

Dated 1-24, 2018 BRIAN BUDD

Dated 1-24, 2018 THOMAS OLIVER

Dated 1-24, 2018 SCOTT YOUNG

Dated 1-24 2018 MARC REED

Plaintiffs' Counsel

Peter Contreras

Matthew Coffman

Defendant

Dated 1/30/18 2018 K N S SERVICES, INC

By: ______________________

Its: PRESIDENT

Defendant's Counsel

____
Maribeth Meluch

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